

A. G. Contract No. KR93-0131 TRN
ECS File: JPA-92-125
TRACS No.: H 2409 01C
Project: 101L Pima Freeway
Section: 90th St. to McKellips-
Grade Drain Pavement

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

THIS AGREEMENT is entered into 5 November, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
SALT RIVER PIMA MARICOPA INDIAN COMMUNITY, acting by and through
its TRIBAL COUNCIL (the "SRPMIC").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by resolution,
a copy of which is attached hereto and made a part hereof,
resolved to enter into this agreement and has delegated to the
undersigned the authority to execute this agreement on behalf of
the State.

2. The SRPMIC is empowered to enter into this agreement and
has by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf of
the SRPMIC.

3. The SRPMIC has transferred use of SRPMIC lands to the
State for construction of the Pima Freeway (the Freeway) under the
Grant of Easement, executed 17 July 1990. As part of the Grant,
the State paid the SRPMIC \$6.4 million to construct drainage
improvements along the 96th Street alignment and the northern bank
of the Arizona Canal between 96th Street and the Freeway.

NO. <u>18191</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/05/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky J. Greenwood</u>

4. The SRPMIC proposes to design and construct drainage improvements between the eastern right of way limits of the Freeway and Pima Road, herein referred to as "the Project", to coincide with the construction of the channel between the eastern right of way limits of the Freeway alignment and the 96th Street alignment, in Fiscal Year (FY) 1993.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Provide concept/preliminary studies, reports and drawings as are available in support of the Project.

b. Review SRPMIC design submittals for the Project in conformance with SRPMIC's schedule to ensure compatibility with the State's standards and specifications.

c. Credit SRPMIC for design and construction costs incurred to complete the Project. Costs will be credited against the cost SRPMIC is obligated under the Grant for the purchase of specified materials for the waste water system. Costs to be credited are actual audited costs. Estimated costs for design are \$112,755.00 and the estimated costs for construction and contingencies are \$1,742,900.00 SRPMIC must receive concurrence from the State to exceed the estimated costs and the total costs shall not exceed the estimated costs by more than 10%.

d. Permit construction of the Project within the right of way subject of the Grant.

e. Provide periodic construction inspection of the Project facilities to ensure construction conforms to State standards and specifications, including the monitoring of all required testing.

f. Upon completion of the Pima Freeway construction (estimated January 1999) assume maintenance responsibilities for the Project.

2. The SRPMIC will:

a. Design the drainage improvements between the Freeway and the Indian Bend Wash Interceptor Channel located west of Pima Road, as depicted on Exhibit "A", attached hereto and made a part hereof. Design shall address downstream concerns for peak and low flow conditions as well as water quality.

b. Secure the approval and license to construct the Project from the Army Corps of Engineers and the Maricopa County Flood Control District.

c. Secure Project design concurrence from the Salt River Project (Arizona Canal Operators) and the City of Scottsdale (Leasee of property downstream from the Project outfall).

d. Accommodate 100-year drainage flows on the Project from the future drainage channel to be constructed by the State which will run parallel to the Freeway, as depicted on Exhibit "A", attached hereto and made a part hereof, as part of the Pima Freeway.

e. Design the Project drainage improvements to conform with the bridges, roadways and other freeway features designed by the State.

f. Secure approval from the State for the Project concept design, final construction documents and constructed facility.

g. Pursuant to SRPMIC material and employment laws and policies, call for bids of the Project and award one or more construction contracts. Administer same and make all payments to the contractor. Be responsible for contractor claims associated with the Project, attributable to the SRPMIC.

h. Submit copies of all material test results from the Project to the State.

i. Submit as-built plans of the Project to the State for use in maintenance of the facility.

j. Provide the State with a detail of costs incurred during the design and construction of the Project.

k. Perform routine maintenance for the Project from the date construction is completed up to the date when the Pima Freeway is completed (estimated January 1999).

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and final audit; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of the SRPMIC, and the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Salt River Pima-Maricopa Indian Community
Route 1, Box 216
Scottsdale, AZ 85256

7. Attached hereto and incorporated herein is the written determination of the State's legal counsel that the State is authorized under the laws of this state to enter into this agreement and of the SRPMIC's legal counsel that the SRPMIC is authorized under the laws of the SRPMIC to enter into this agreement and by both that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY**

By Lance Grey 10-8-93 Date
Lance Grey,
Acting President

STATE OF ARIZONA

Department of Transportation

By Robert P. Mickelson 10-27-93 Date
for ROBERT P. MICKELSON, P.E. Date
Deputy State Engineer

APPROVED:

~~BUREAU OF INDIAN AFFAIRS~~

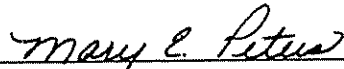
By _____

doc.#52
20MAY93

RESOLUTION

BE IT RESOLVED on this 27th day of November 1992, that I, JAMES S. CREEDON, as acting Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Salt River Pima Maricopa Indian Community for the purpose of defining responsibilities for the design and construction improvements between the Pima Freeway and Pima Road to coincide with the construction of the drainage channel.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for JAMES S. CREEDON, Acting Director
Arizona Department of
Transportation

JPA 92-125

APPROVAL OF
THE SALT RIVER PIMA MARICOPA INDIAN COMMUNITY
TRIBAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the SALT RIVER PIMA MARICOPA INDIAN COMMUNITY, and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.

DATED this 11 day of October, 1993.

A handwritten signature in black ink, consisting of a series of loops and peaks, positioned above a horizontal line.

Tribal Attorney

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY
Route 1, Box 216
Scottsdale, Arizona 85256

RESOLUTION No. SR-1592-93

WHEREAS, the Arizona Department of Transportation (ADOT) has a current project to construct the McDowell Road Bridge as a part of the Pima Freeway; and

WHEREAS, the construction of the bridge will require the installation of sanitary sewer lines as a part of the project; and

WHEREAS, the Community has previously agreed to fund the material costs for construction of the sewer line as a part of the Pima Freeway Right-of-Way Agreement; and

WHEREAS, the Salt River Pima-Maricopa Indian Community Council has reviewed the proposed Intergovernmental Agreement between the State of Arizona and the Salt River Pima-Maricopa Indian Community and commits \$113,500 for the cost of the sewer line that is a part of the McDowell Bridge project.

NOW, THEREFORE, BE IT RESOLVED by the Salt River Pima-Maricopa Indian Community Council that it authorizes the President or Vice President to execute the Intergovernmental Agreement for and in behalf of the Community.

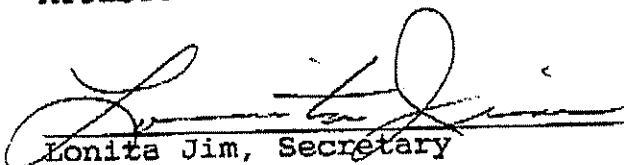
C E R T I F I C A T I O N

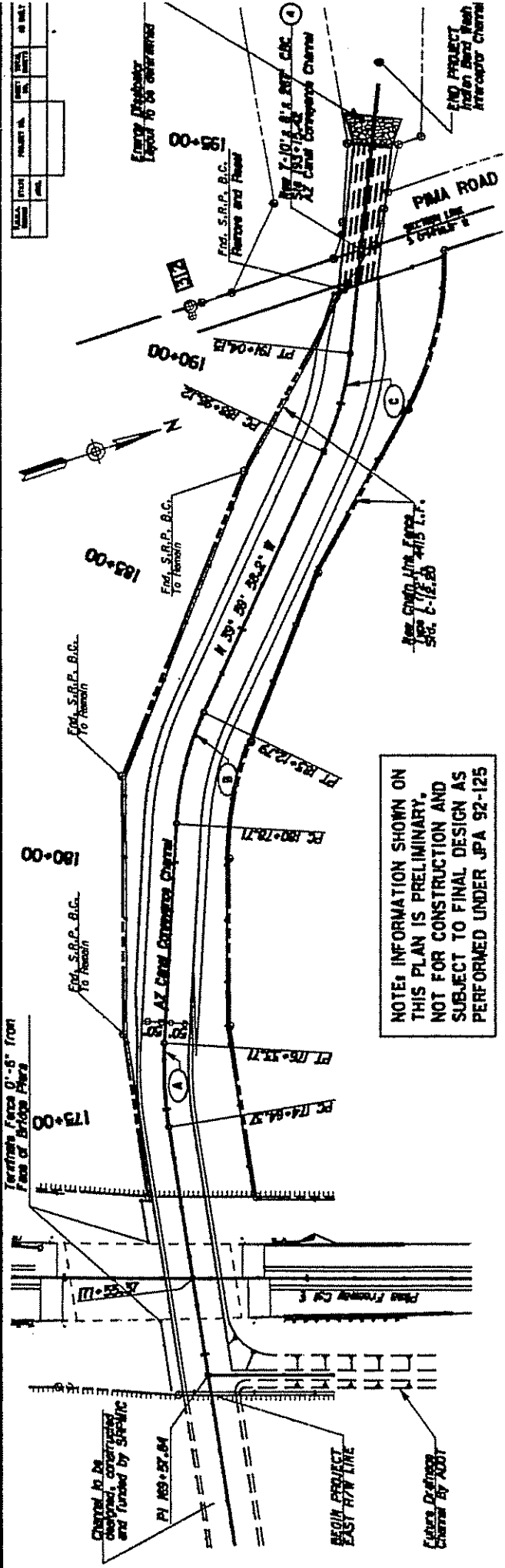
Pursuant to the authority contained in Article VII, Section 1 (h) of the Constitution of the Salt River Indian Community, ratified by the Tribe, February 28, 1990, and approved by the Secretary of the Interior, March 19, 1990, the foregoing resolution was adopted this 15th day of September, 1993, at a duly called meeting held by the Community Council in Salt River, Arizona at which a quorum of 8 members were present by a vote of 5 for; 3 opposed; 1 excused.

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY COUNCIL


Merna L. Lewis, Vice President

ATTEST:


Lonita Jim, Secretary



REF. NO.	CURVE DATA			
	Δ	R	L	T EXT.
A	171°00'00"	768.05	169.35'	85.00' 4.57'
B	22°00'00"	608.43	234.00'	118.50' 11.41'
C	191°00'00"	620.75	204.03'	105.00' 5.82'

EXHIBIT "A"
 PROJECT LOCATION
 DRAINAGE IMPROVEMENTS BETWEEN PIMA FREEWAY
 AND INDIAN BEND WASH INTERCEPTOR CHANNEL
 JPA 92-125



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0131-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of November, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section